

ROBERT E. BELSHAW (SBN 142028)
 OF COUNSEL
 GUTIERREZ & ASSOCIATES
 244 California St. Ste. 300
 San Francisco, California 94111
 Telephone: (415) 956-9590
 Facsimile: (415) 986-8606

Attorneys for Plaintiff
 American Small Business League

MELINDA HAAG (CABN 132612)
 United States Attorney
 JOANN M. SWANSON (CSBN 88143)
 Chief, Civil Division
 NEILL T. TSENG (CSBN 220348)
 Assistant United States Attorney

450 Golden Gate Avenue, Box 36055
 San Francisco, California 94102-3495
 Telephone: (415) 436-7155
 FAX: (415) 436-6927
 neill.tseng@usdoj.gov

Attorneys for Defendant
 DEPARTMENT OF DEFENSE

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

AMERICAN SMALL BUSINESS
 LEAGUE,

Plaintiff,

v.

DEPARTMENT OF DEFENSE,

Defendant.

No. C 11-1672 EMC

**STIPULATION AND [PROPOSED]
 ORDER RE SETTLEMENT AND
 DISMISSAL WITH PREJUDICE**

Plaintiff AMERICAN SMALL BUSINESS LEAGUE ("Plaintiff") and Defendant
 DEPARTMENT OF DEFENSE ("Defendant"), by and through their undersigned counsel, hereby
 enter into this Stipulation and [Proposed] Order Re Settlement and Dismissal With Prejudice (the
 "Stipulation") as follows:

1. Defendant shall pay to Plaintiff the amount of one thousand five hundred forty

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1 U.S. dollars and zero cents (\$1,540.00) in full and complete satisfaction of Plaintiff's claims for
 2 attorneys' fees, costs, and litigation expenses under the Freedom of Information Act ("FOIA") in
 3 the above-captioned matter. This payment shall constitute full and final satisfaction of any and
 4 all of Plaintiff's claims for attorneys' fees, costs, and litigation expenses in the above-captioned
 5 matter, and is inclusive of any interest. Payment of this money will be made by electronic funds
 6 transfer, and Plaintiff's counsel will provide the necessary information to Defendant's counsel to
 7 effectuate the transfer. Defendant will make all reasonable efforts to make payment within thirty
 8 (30) days of the date that Plaintiff's counsel provides the necessary information for the electronic
 9 funds transfer and this Stipulation is approved by the Court, whichever is later, but cannot
 10 guarantee payment within that time frame.

11 2. Upon the execution of this Stipulation, Plaintiff hereby releases and forever
 12 discharges Defendant, its successors, the United States of America, and any department, agency,
 13 or establishment of the United States, and any officers, employees, agents, successors, or assigns
 14 of such department, agency, or establishment, from any and all claims and causes of action that
 15 Plaintiff asserts or could have asserted in this litigation, or which hereafter could be asserted by
 16 reason of, or with respect to, or in connection with, or which arise out of, the FOIA request on
 17 which this action is based or any other matter alleged in the Complaint, including but not limited
 18 to all past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection
 19 with the above-captioned litigation.

20 3. The provisions of California Civil Code Section 1542 are set forth below:

21 "A general release does not extend to claims which the creditor does not know or
 22 suspect to exist in his favor at the time of executing the release, which if known
 by him must have materially affected his settlement with the debtor."

23 Plaintiff, having been apprised of the statutory language of Civil Code Section 1542 by its
 24 attorneys, and fully understanding the same, nevertheless elects to waive the benefits of any and
 25 all rights it may have pursuant to the provision of that statute and any similar provision of federal
 26 law. Plaintiff understands that, if the facts concerning any injuries, liability for damages
 27 pertaining thereto, or liability for attorneys' fees, costs or litigation expenses are found hereafter
 28 to be other than or different than the facts now believed by it to be true, the Stipulation shall be

1 and remain effective notwithstanding such material difference.

2 4. Execution of this Stipulation and its approval by the Court shall constitute
3 dismissal of this case with prejudice pursuant to Fed. R. Civ. P. 41(a).

4 5. The parties acknowledge that this Stipulation is entered into solely for the purpose
5 of settling and compromising any remaining claims in this action without further litigation, and it
6 shall not be construed as evidence or as an admission on the part of Defendant, the United States,
7 its agents, servants, or employees regarding any issue of law or fact, or regarding the truth or
8 validity of any allegation or claim raised in this action, or as evidence or as an admission by the
9 Defendant regarding Plaintiff's entitlement to attorneys' fees or other litigation costs under
10 FOIA. This Stipulation shall not be used in any manner to establish liability for fees, amounts, or
11 hourly rates in any other case or proceeding involving Defendant.

12 6. This Stipulation is binding upon and inures to the benefit of the parties hereto and
13 their respective successors and assigns.

14 7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable,
15 the validity, legality, and enforceability of the remaining provisions shall not in any way be
16 affected or impaired thereby.

17 8. This Stipulation shall constitute the entire agreement between the parties, and it is
18 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into
19 by the parties hereto. The parties further acknowledge that no warranties or representations have
20 been made on any subject other than as set forth in this Stipulation.

21 9. The persons signing this Stipulation warrant and represent that they possess full
22 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

23 10. This Stipulation may not be altered, modified or otherwise changed in any respect
24 except in writing, duly executed by all of the parties or their authorized representatives.

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1 11. This Stipulation may be executed in counterparts and is effective on the date by
2 which both parties' counsel have executed the Stipulation.

3 SO STIPULATED AND AGREED.

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6 DATED: 7-14-11

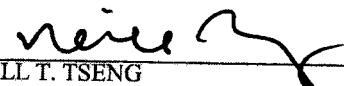
By:


ROBERT E. BELSHAW
Attorney for Plaintiff

8
9 MELINDA HAAG
United States Attorney

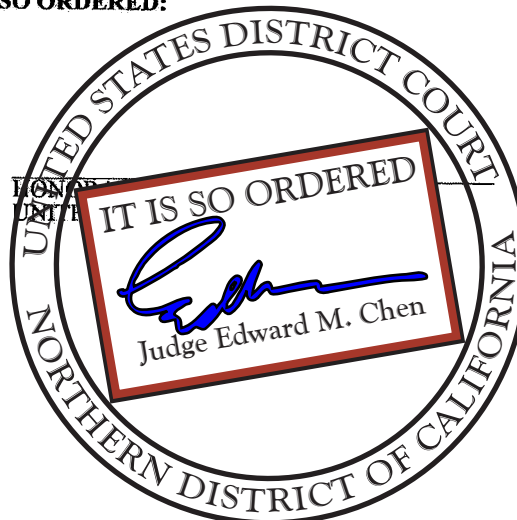
10
11 DATED: 7/18/11

By:


NEILL T. TSENG
Assistant United States Attorney
Attorneys for Defendant

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15 PURSUANT TO STIPULATION, IT IS SO ORDERED:

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18 DATED: 7/18/11



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